

PERMANENT MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated 12/07/07 Account #

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 463.67
9.908 %	\$ 9,064.09	\$ 26,999.99	\$ 36,064.06	\$ 36,527.75

Your Payment Schedule will be:			Security: You are giving a security interest in the motor vehicle being purchased.
No. of Payments	Amount of Payments	When Payments Are Due	
72	\$ 500.89	Monthly, beginning 12/21/08	
	\$		Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ N/A  
 Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.  
 See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract, we are the **SELLER**, **JACK GIAMBALVO MOTOR CO., INC.**  
 2425 INDUSTRIAL HIGHWAY YORK, PA 17402  
 You are the **BUYER(S)**, **GAIL M ROYER WARREN ALFRED ROYER SR**  
 1640 BLUE JAY DR DOVER, PA 17315

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.  
 TRADE-IN: You have traded in the following vehicle: **2006 HYUNDAI KRM0N46D16U327859**  
 Year and Make: **2006 HYUNDAI** Description: **KRM0N46D16U327859**

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Financing of Amount Financed" as the "Lien Payoff".  
 PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to secure the Vehicle and keep it insured.  
 CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional costs. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive financial benefit from your purchase of Credit Insurance.

By signing, you select Single Credit Life Insurance, which costs \$ **N/A** What is your age? **N/A** Years  
 By signing, you select Single Credit Disability Insurance, which costs \$ **N/A** What is your age? **N/A** Years  
 Signature of Buyer to be insured for Single Credit Life Insurance  
 Signature of Buyer to be insured for Single Credit Disability Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ **N/A** What is your age? **N/A** Years  
 By signing, you both select Joint Credit Disability Insurance, which costs \$ **N/A** What is your age? **N/A** Years  
 Signature of both Buyers to be insured for Joint Credit Life Insurance  
 Signature of both Buyers to be insured for Joint Credit Disability Ins.

I, if checked, the cost of the insurance set forth above is estimated. You will be notified of any adjustment in the cost of the insurance at the time your insurance policy is sent to you.  
 Issuance: VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.  
 Year and Make: **2007 HYUNDAI** Series: **TUCSON SSV** Body Style: **N/A** No. Cyl: **N/A** Truck Type: **N/A** Serial Number: **KMBJN72D67U572686**  
 Equipped with: **A.T.** **P.S.** **AM-FM Stereo** **S Spd.** Other: **N/A**  
**A.C.** **P.W.** **AM-FM Tape** **Vent Top**

DEBIT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$ <b>N/A</b>	I want guaranteed auto protection
		Signature of Buyer

SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

ASSIGNEE: We intend to assign the Contract and Security Agreement to the Assignee named in this provision. If the Assignee assigns this Contract to a subsequent assignee, the term "Assignee" also refers to such subsequent assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee's name and address is:  
**WST CREDIT SERVICES, LLC**  
 2000 Mountain View Blvd. Suite 4000  
 Blue Bell, PA 19380-4000

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signers(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an owner of the Vehicle.  
 CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of the Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.  
 PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus Finance Charge. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the last payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle, as permitted by applicable law. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts named "Accessories" attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may sell off any amounts due and The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.  
 SELLER: **JACK GIAMBALVO MOTOR CO., INC.**  
 BY: **[Signature]** Date: **12/07/07**  
 BUYER: **[Signature]** Date: **12/07/07**

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.  
 CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer", promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You want to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or authorized our security interest. You also acknowledge receiving a completed copy of this Contract.

CO-SIGNER'S SIGNATURE (SEAL) Address Date  
 CO-SIGNER'S SIGNATURE (SEAL) Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner", together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make the Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

CO-OWNER'S SIGNATURE (SEAL) Address Date  
 BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THIS SECTION CALLED ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS.

BUYER: **[Signature]** CO-SIGNER: **[Signature]** CO-SIGNER OR CO-OWNER: **[Signature]**

No Cooling Off Period  
 State law does not provide for a "cooling off" or other cancellation period for this Contract. Therefore, you cannot later cancel this Contract simply because you change your mind or wish you had acquired a different item. After you sign above, you may only cancel this Contract for legally valid reasons.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.  
 NOTICE: ORIGINAL TO M&T - CREDIT SERVICES, LLC; BUYER'S COPY; CO-SIGNER'S COPY; CO-OWNER'S COPY; CO-SIGNER'S COPY; CO-OWNER'S COPY; CO-SIGNER'S COPY; CO-OWNER'S COPY.

Case 1:08-bk-02603-MDF Doc 44-1 Filed 11/06/08 Entered 11/06/08 12:17:07 Desc Exhibit A Page 1 of 3

# ADDITIONAL TERMS AND CONDITIONS

1. Meaning of some words. In this Contract, (a) "you" and "your" mean anyone signing this Contract other than the Seller, whether as a Buyer, Co-Signer or Co-Owner, (b) "M&T Credit Services, LLC" means M&T Credit Services, LLC, One Freedom Plaza, Buffalo, New York 14202, (c) "we," "us," "our" and "ours" mean the Seller, but, after the Seller's signature is written under this Contract, will mean anyone having these rights, and (d) "your property" means the "Vehicle" described at the beginning of this Contract, including all equipment, accessories, parts and tires that are or become part of a being included in or affixed to it and all proceeds.

2. Purchase. Everyone signing this Contract as a Buyer is buying from the Seller and acknowledges delivery and receipt of the Vehicle and acceptance of the Vehicle described at the beginning of this Contract, and has chosen to buy it on credit rather than buying it for cash by paying the cash price (including services, service contracts and sales taxes) shown in the "Itemized Amount of Finance Charges".

3. Basis of disclosures. The amount disclosed on the front for the Finance Charges, Payment Schedule and related disclosures were based on the assumption that you will pay all payments at their due dates. Late payment could cause the Finance Charge amount to increase.

4. Disclaimer of warranties. Unless the Seller gives a written warranty concerning your property or unless you and the Seller enter into a written service contract concerning your property, the Seller (a) makes no warranty concerning your property or any other matter, except that the motor vehicle described at the beginning of this Contract is that being bought under this Contract, and (b) specifically, makes NO WARRANTY OF MERCHANTABILITY CONCERNING YOUR PROPERTY AND NO WARRANTY THAT YOUR PROPERTY IS FIT FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

5. Existing insurance. You can obtain any insurance required by us in connection with your property from us or through the person or other company with which you have an insurance company acceptable to us. We will be responsible in deciding whether the insurance company is acceptable to us.

6. Window sticker. If your vehicle is not a motorcycle and is described at the beginning of this Contract as used, the following notice applies to this Contract:

The information you see on the window sticker for this Vehicle is part of this Contract. Information on the window sticker overrides any contrary provisions in the Contract of Sale.

7. Property insurance. In connection with this Contract, you may be required to keep your property fully covered against substantial risk of damage, destruction or theft. If you do not obtain such required property insurance through the Seller or M&T Credit Services, LLC, it will cost the amount shown in the "Itemized Amount of Finance Charges". If you do not obtain it through the Seller or M&T Credit Services, LLC, it must be provided under a policy acceptable to us, and you must provide us with proof of it, acceptable to us.

8. Late Charge. If any portion of any installment payable under this Contract is overdue for more than 10 days, you must pay a late charge of 2% per month on the amount of the installment. Such a late charge may be imposed only once for each late payment.

9. Secondary Notice regarding prepayment and reinstatement. You have the right to prepay this Contract in whole or in part at any time without penalty. If your property has been repossessed, you may have the right under the law to receive back your property. These rights are further explained in Section 20 of this Contract.

10. Additional information. You should refer to the rest of this Contract for additional information about equipment, details, but not to delete all amounts payable under this Contract but not yet paid reliably out, prepayment restrictions and penalties.

11. Prepayment. If you prepay this Contract in full, you will not have to pay a penalty.

12. Financing statements. Whenever and wherever we think it necessary, we can file a financing statement signed only by us and describing our security interest in your property. When we notify you to do so, you must immediately pay us the fee for each charge we file for filing the financing statement.

13. Additional promises. Until all amounts payable under this Contract are paid, you must (a) keep your property in good condition, (b) sign any document we believe necessary to purchase, ownership or use of your property, (c) sign any document we believe necessary to protect our security interest in your property, (d) have our security interest in your property shown on any certificate of title or on any other document we believe necessary, (e) immediately notify us in writing if your property is lost, stolen, damaged or destroyed, (f) not sell, trade, lease, rent, give away, abandon or in any other way dispose of your property without first obtaining our consent in writing, (g) not use your property, or allow it to be used, in any way that might result in any insurance or claim being paid and (h) not allow anyone other than you or us to have any claim to your property or to be named on any certificate of title issued to us.

14. Risk of loss. You will be bound by this Contract even if your property is lost, stolen, damaged or destroyed.

15. Property insurance. In addition to keeping your property covered by the motor vehicle insurance required by Section 7, you must keep it fully covered by insurance against substantial risk of damage, destruction or theft until all amounts payable under this Contract are paid. Without limiting the preceding sentence, you must keep it fully covered by comprehensive and collision insurance. The insurance must be provided under a policy acceptable to us. Without limiting the preceding sentence, the insurance (a) cannot be subject to a deductible amount greater than \$500.00, (b) cannot be canceled by the company providing it without the company first giving us at least 10 days notice in writing and (c) must be payable to us to the extent necessary to pay all amounts payable under this Contract but not yet paid, even if it is a fact that your property is lost, stolen, damaged or destroyed. You must provide us with proof of the insurance acceptable to us, in the event of any loss or damage to your property, you must immediately notify us in writing and file a proof of loss with the insurance company.

(a) Our Right to file a Proof of Loss. In the event of any loss or damage to the Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

(b) Our Right to Enforce Insurance Checks. You agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may enforce our power, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance proceeds. You agree that you do not have the right to, and will not, revoke the power you have given us to file your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

(c) Use of Proceeds. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will use the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

16. Our maintenance of insurance. We can, but we will not have, maintain any insurance required by this Contract in connection with your property if you do not maintain it. If we decide to maintain any such insurance it may be within the amount that you then owe us under this Contract. Such insurance may not satisfy your obligations under state financial responsibility laws and may not provide coverage against bodily injury or property damage liability. The premium for such insurance may be higher than the premium for insurance that you could obtain on your own. You must pay us any amount we pay for the insurance and finance charge as the portion of that amount not yet paid by us as though that portion were an amount on which Finance Charges were payable under this Contract. We will send you a notice that you have the option of (a) paying that amount and the Finance Charge within 10 days after the date we send you the notice, (b) paying that amount and the Finance Charge in monthly installments each at which, or each of which except the last, will be equal in amount, to the test of which, if not equal in amount as to the others, will be if a smaller amount and the number of which will be equal to the number of installments that are to become due under the Payment Schedule after the date we send you the notice or (c) paying that amount and the Finance Charge in any other way we offer, if you do not pay that amount and the Finance Charge as provided in (a) of the preceding sentence, you must pay them as provided in (b) or (c) of this sentence.

17. Service contracts. In the event that you are entitled to make any claim under any service contract applicable to your property, you will immediately notify us in writing and file a claim with the service company. We may file such a claim on your behalf if you fail or refuse to do so. We may endorse your name in any check, draft or other instrument we receive in payment of any claim under a service contract applicable to your property or for refund of any unearned charge or premium.

18. Default. The occurrence of any of the following events is a Default under this Contract, (a) any amount payable under this Contract or any other endorsement from you to us is not paid or coming into existence in the future, is not paid by the date it becomes due, even

though a late charge must not be imposed until we have received any portion of the Contract or of any other agreement with us existing now or coming into existence in the future, (b) any Default occurs for purposes of any other agreement between you and us existing now or coming into existence in the future, (c) you die or become incompetent or insolvent, (d) any proceeding under any bankruptcy law is started by or against you, (e) anyone starts any legal proceeding to take your property or any other property belonging to you now or acquired by you in the future to pay any substantial existing now or coming into existence in the future, (f) any tax or other involuntary lien is filed against your property or any other property belonging to you now or acquired by you in the future, (g) your property is lost, stolen or destroyed or suffers substantial damage or a substantial decrease in value, or (h) we discover that in this Contract, any other agreement with us existing now or coming into existence in the future or any application you have made or make to us for credit you made any false or misleading statement about an important matter.

19. Our Rights if you are in Default of this Contract. If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of those things and at the same time or later do another. Some of the things we may do are the following:

a. Acceleration: We can demand that you pay to us the entire unpaid balance owing on the Contract, and all unpaid Finance Charges and other money due. You agree that you will pay the money to us in one single payment immediately upon receiving our demand.

b. Repossession: We can repossess the Vehicle, unless prohibited by law. We can do this without, have a qualified person do it for us, or have a government official for repossessed do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you may reclaim them within thirty (30) days of our notifying you of a Notice of Repossession. If you do not reclaim the things found in the Vehicle within that time, we may dispose of these things in the same manner as the Motor Vehicle. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. Voluntary Delivery: We can ask you to give us the Vehicle as a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. Delay in Enforcement: We can delay enforcing our rights under this Contract without losing any rights.

20. Some things you should know if we repossess the Vehicle. If we repossess without using a government official (by repossession):

a. Notice: We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reclaim the Contract. This means you will have to pay the total balance on this Contract and the amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. Redemption: You have the right to buy back (redeem) the Vehicle within 10 days of the date of the Notice and at any price before we sell the Vehicle. If you redeem the Vehicle, we will deliver the Vehicle to you at a place as provided by law, as soon as it is reasonably possible, but not more than ten (10) business days of our receipt of the funds required. You agree to return, you give up all claim to the Vehicle.

c. Sale: If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on this Contract.

d. Surplus or Deficiency: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. Expenses: You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will be due to us.

f. Default exceeds fifteen (15) days at the time of repossession and penalties:

1. The amount of costs are actual, necessary and reasonable; and

2. We can prove the costs were paid.

21. Collection costs. If we hire an attorney who is not a salaried employee of ours to bring a lawsuit to collect any amount payable under this Contract but not yet paid, we will use reasonable attorneys' fees and all court costs we pay for the lawsuit, as permitted by applicable law. The attorneys' fee will be 15% of the amount payable under this Contract within a court and a smaller fee.

22. Notices and change of address. Any notice we send you concerning the Contract or your property will be sent to your current mailing address shown in our records concerning this Contract. We can send it by regular mail or deliver it to you in person. If you change your address, you must notify us in writing. If you do not, we will send notices to the last address we have on file. Notices must be in writing and be sent or delivered to M&T Credit Services, LLC, Installment Loan Operations, One Freedom Plaza, P.O. Box 4000, Buffalo, New York 14240, or to any other address we specify, if you address or any address where your property will last changes before all amounts payable under this Contract are paid, you must promptly notify us in writing of the new address.

23. If 2 or more persons sign this Contract as Buyer, Co-Signer or Co-Owner, 2 or more persons sign this Contract as a Buyer, Co-Signer or Co-Owner, 2 or more of them will be, individually and together, liable under it, except that the Co-Owner will not be bound by the "Promise to Pay" section. Except to the extent required by applicable law, we can send or deliver any notice concerning it to any of them signing as a Buyer, and the notice will be effective for all of them.

24. Guarantees. Anyone signing this Contract as a Co-Signer, unconditionally guarantees and becomes surety for the payment of all amounts payable under it and will be bound by all its provisions.

25. Giving up of rights by you. To the extent permitted by applicable law, you give up any right to require that we not demand that you pay any amount payable under this Contract, (a) notify you of any amount payable under this Contract but not yet paid, or (b) demand that you pay any amount payable under this Contract but not yet paid, (c) claim a certificate stating that any amount payable under this Contract was not paid by the date it became due.

26. No action or loss of rights. We can exercise any right against any person or property without losing any right against you, your property or any other property belonging to you now or acquired by you in the future. To the extent permitted by applicable law, we can exercise the right without notifying you except as provided in Section 20, with respect to notice of sale, repossession and redemption. We can do any of the following without notifying you or losing any right against you, your property or any other property belonging to you now or acquired by you in the future: (a) accept any check or other order payable "to us" or "to the Seller" or with similar language as a payment under this Contract, (b) give additional time for the payment of any amount payable under this Contract, regardless of the number of times we previously did so and regardless of the length of any additional time we previously gave, (c) give up, fail to exercise or delay exercising any right against any person or property, (d) fail to protect any interest in any property, whether by failing to maintain any insurance, by failing to file any financing statement, by failing to file any certificate of title or in any other way, or (e) change any provision of this Contract in any way except as provided in this Contract, but not yet paid.

27. Changes and giving up of rights by us. No change in this Contract can be made except in a writing signed by us. We can correct any obvious error in our copy of this Contract. No right against you, your property or any other property belonging to you now or acquired by you in the future can be given up by us except in a writing signed by us.

28. Claim for failure to obtain insurance. If any amount is paid under this Contract for any insurance and the insurance is not obtained for any reason, your only claim will be for a refund of that amount.

29. Entire agreement. This Contract is the final and complete agreement between you and the Seller concerning your property and the credit transaction covered by this Contract. Any statement concerning your property made by the Seller or any employee of the Seller is not a warranty and is not part of this Contract. Also, any statement concerning the credit transaction made by the Seller or any employee of the Seller is not part of this Contract.

30. Contract. If any part of this Contract conflicts with applicable law, the law will control and this Contract will be construed to conform to the extent necessary to comply with it.

31. Continued effectiveness. If any part of this Contract is determined by a court to be invalid, the rest will remain in effect.

32. What law applies. Any legal question concerning this Contract will be decided in accordance with the law of the Commonwealth of Pennsylvania and, to the extent applicable, federal law.

## NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## NOTICE OF PROPOSED CREDIT INSURANCE

The signers of this Contract hereby acknowledge that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract. It is marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of coverage is indicated for each type of Credit Insurance to be purchased. The term of the insurance will commence at the date the individual(s) inquired and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured individual(s) a certificate of insurance more fully describing the insurance, in the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

## ASSIGNMENT

The Seller agrees to be bound by all provisions of this Contract. Also, for value received and intending to be legally bound hereby, the Seller (a) assigns this Contract to M & T Credit Corporation pursuant to and subject to all terms and conditions of the dealer agreement currently in effect between the Seller and M & T Credit Corporation and (b) makes with respect to this Contract all warranties and representations set forth in such dealer agreement.

Name of Seller: JACK GAMBALVO MOTOR CO., INC.

Date: 10/10/07

Signature of Seller: [Signature]

Signature of Buyer: [Signature]

Signature of Co-Signer: [Signature]

Signature of Co-Owner: [Signature]

Signature of Buyer: [Signature]

Signature of Co-Signer: [Signature]

Signature of Co-Owner: [Signature]

Signature of Buyer: [Signature]

Signature of Co-Signer: [Signature]

Signature of Co-Owner: [Signature]

Signature of Buyer: [Signature]

Signature of Co-Signer: [Signature]

Signature of Co-Owner: [Signature]

Signature of Buyer: [Signature]

Signature of Co-Signer: [Signature]

Signature of Co-Owner: [Signature]

1-4002792 1060

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

1.313

073463400000067-001

KM8JN72D67U572686  
VEHICLE IDENTIFICATION NUMBER

2007  
YEAR

HYUNDAI  
MAKE OF VEHICLE

65379228502 R0  
TITLE NUMBER

SM  
BODY TYPE

0  
DUP

SEAT CAP

GA  
PRIOR TITLE STATE

12/12/07  
ODOM. PROCD. DATE

012317  
ODOM. MILES

0  
ODOM. STATUS

11/26/07  
DATE PA TITLED

12/12/07  
DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER STATUS  
0 = ACTUAL MILEAGE  
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS  
2 = NOT THE ACTUAL MILEAGE  
3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED  
4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS  
A = ANTIQUE VEHICLE  
C = CLASSIC VEHICLE  
D = COLLECTIBLE VEHICLE  
F = OUT OF COUNTRY  
G = ORIGINALLY MFGD FOR NON-US DISTRIBUTION  
H = AGRICULTURAL VEHICLE  
L = LOGGING VEHICLE  
P = IS WAS A POLICE VEHICLE  
R = RECONSTRUCTED  
S = STREET ROD  
T = RECOVERED THEFT VEHICLE  
V = VEHICLE CONTAINS REBUILT VIN  
W = FLOOD VEHICLE  
X = IS WAS A TAXI

REGISTERED OWNER(S)

GAIL M ROYEA & WARREN  
ALFRED ROYEA SR  
1640 BLUE JAY DR  
DOVER PA 17315

FIRST LIEN FAVOR OF

LONG BEACH ACCEPTANCE  
CORP

SECOND LIEN FAVOR OF

If a second lienholder is listed upon satisfaction of the 1st lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

LONG BEACH ACCEPTANCE  
CORP  
PO BOX 909  
PARAMUS NJ 07653

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE



I certify as of the date of issue the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION-

SUBSCRIBED AND SWORN TO BEFORE ME:

NO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: \_\_\_\_\_ IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.

2ND LIEN DATE: \_\_\_\_\_ IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.

The undersigned hereby makes application for Certificate of Title to the vehicle described above subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

37035912